IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA No.1915 of 2005 (O&M)
Date of Decision: 30.10.2007

M/s Escorts Limited/M/s Madhuban Electronics Private Limited

...Appellant

Vs.

Faridabad Complex Administration.

...Respondent

CORAM Hon'ble Mr.Justice Vinod K.Sharma

Present: Mr.G.C.Dhuriwala, Advocate,
for the applicant.
Mr.Manu K.Bhandari, Advocate,
for the appellant.

Mr.Narender Hooda, Advocate,
for the respondent.

Vinod K.Sharma, J. (Oral)

CM No.4472-C of 2007

Present application though has been moved under Order 1 Rule 10 read with Section 151 of the Code of Civil Procedure but it has to be read as application for substitution of the name of the applicant in place of

the appellant in view of the averments made in the application.

It has been averred in the application that appellant M/s Escorts Limited has sold the land in question to the applicant M/s Madhuban Electronics Private Limited for a sale consideration of Rs.3.33 crores on 7.9.2005 the possession has been handed over to the applicant. It is on the basis of said purchase, it is claimed that the name of the applicant be substituted for that of the appellant i.e. the vendor of the property.

Notice of the application was given. Reply has been filed in which number of preliminary objections have been raised. However, facts on merit have been admitted and it is not disputed that the property in dispute stands sold to the applicant.

Learned counsel appearing on behalf of the non-applicant has opposed the said application merely on the ground that in the sale deed liability of external development charges is on the appellant which is in dispute in the present appeal. It is only on account of this fact that the said application for substitution is being opposed. Para No.11 of the sale deed executed between the parties reads as under:-

> " That all taxes, water, sewer, conversion charges, scrutiny charges, land tax, service charges, power bills, Excise, Sales Tax, levies, External Development Charges, Municipal Charges, Insurance or any charges or dues in connection with the said land till the date of this deed and on the basis of law, rules and regulations prevailing on the aforesaid date accruing

> arising or falling due to any local authority and Govt. have been paid by the Vendor/ Company and same is his responsibility and the like charges incurred after the date of this deed shall be the responsibility of the Vendee including any payments, charges etc. under the laws, rules and regulations promulgated after the date of this deed retrospectively or prospectively or otherwise, however, in case any claim by the local Government or Authority are as a result of the action prior to the purchase of this plot by the vendee, all such claims will be borne by the Vendor/ Company and the Vendee will not responsible at any later stage. The vendee will be empowered and entitled to recover and receive any dues in any case towards any authority with respect to this land."

Learned counsel appearing for the applicant states that the applicant would not claim any Development Charges imposed by the Faridabad Complex Administration/Municipal Corporation, Faridabad from appellant No.1 i.e. vendor applicant in case they have to pay the same.

In view of the statement made by the learned counsel appearing for the applicant, learned counsel for the appellant does not oppose the substitution of the applicant in place of appellant. Accordingly, this application is allowed. The applicant is allowed to be substituted for the appellant in the present appeal.

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Mr. G.C.Dhuriwal, learned counsel appearing on behalf of appellant i.e. M/s Madhuban Electronics Private Limited states at the bar that the appellant would pay the External Development Charges and composition charges as claimed by the Faridabad Complex Administration which is subject matter of appeal within one month from today. This plea of the learned counsel for the appellant is accepted by learned counsel for the respondent.

It is the stand of the appellant that the amount as demanded shall be paid to Faridabad Complex Administration/Municipal Corporation Faridabad (Demanding authority).

In view of this, this appeal does not survive. However, it is made clear that on deposit of demanded amount, by the appellant M/s Madhuban Electronics Private Limited, the bank guarantee executed by M/s Escorts Limited shall be released by the respondent.

It is agreed between the parties that if the plan is not being sanctioned for want of payment of external development charges and composition charges, the same shall be sanctioned on the receipt of the said amount.

Appeal, thus, stands disposed of in the above terms.

(Vinod K.Sharma)
Judge

30.10.2007
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